

IN THE MATTER OF THE ARBITRATION BETWEEN:	)	
	)	
CLEVELAND TEACHERS UNION,	)	
AFT, LOCAL 279, AFL-CIO	)	AAA CASE NO:
	)	53 390 00301 06
Union	)	
	)	
and	)	
	)	
CLEVELAND MUNICIPAL SCHOOL DISTRICT	)	
	)	
Employer	)	
_____	)	

## DECISION AND AWARD

ARBITRATOR: Saundria Bordone

AWARD DATE: February 19, 2007

### APPEARANCES FOR THE PARTIES:

EMPLOYER: Wm. Michael Hanna & Sara M. Santoli, Squire, Sanders & Dempsey LLP.

UNION: Sandra E. Green, Director of Grievances CTU, AFT, Local 279, AFL-CIO.

### I. Introduction

Using the services of the American Arbitration Association, the undersigned was selected as Arbitrator. An arbitration hearing was held December 4, 2006, in Cleveland, Ohio. During the course of the hearing, both parties were afforded full opportunity for the presentation of evidence, examination and cross-examination of witnesses, and oral and written argument. The parties' briefs were received by AAA on January 29, 2007. A stenographic record of the hearing was made.

The parties agreed that there was no arbitrability issue and that the issue was:

Did the Employer appropriately notify the Grievant of the grade change and were there compelling reasons for the grade change? If not, what is the proper remedy?

## II. Relevant Contract Provisions

### Article 6

#### Section 5. Grievance Procedure/Timelines.

##### STEP FOUR:

##### A. Regular Arbitration.

....The Arbitrator is prohibited from making any decision or award adding to or subtracting from or modifying in any way the provisions of this Agreement, which is contrary to law.

### Article 16

#### Section 5. Student Grades and Promotion.

A. No teacher's grade of a student shall be changed without the specific permission of the teacher unless there are compelling reasons. In such instances the teacher shall be informed of the change and associated reason(s) in writing.

### Article 18

#### Section 1. Necessary Transfers.

##### B. Necessary Transfer Procedure.

1. When a transfer is necessary, the teacher shall be consulted and then notified in writing no less than five (5) working days before the effective date of the transfer....

## III. Facts<sup>1</sup>

On about November 28, 2005, the beginning of the fifth week of the second grading period, a student who will be referred to as R.W., transferred into the Grievant's math classroom. At the end of the grading period, the second one of the school year, the Grievant gave R.W. a grade of F. The small school principal subsequently changed that grade to a D. On February 7, 2006,<sup>2</sup> the Grievant filed the grievance that resulted in this arbitration.

During the relevant time period, four small schools constituted James Ford Rhodes high school. The small schools, at the time of the hearing, were called Media Inquiry Technology (MIT), the School of Leadership, the School of Medical Career Exploration, and the Center for Urban and Environmental Studies. Each small school had a principal, and the

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<sup>1</sup> Facts not attributed to their source are undisputed in the record.

<sup>2</sup> All dates are in 2006 unless otherwise indicated.

four small schools were overseen by a Campus Administrator. R.W. attended the School of Medical Career Exploration prior to his transfer to MIT on about November 28, 2005.

The Campus Administrator, an Employer witness, testified that he facilitated the transfer of R.W. from the School of Medical Career Exploration to MIT:

I knew R. since he's been about five or six years old. His mother's brothers were attending Rhodes and she was the legal guardian. So I've known his mother for a long period of time.

And then with R., I met him again when he was enrolled at Rhodes High School and was a student.

\* \* \* \* \*

The mother came to me after a meeting with R. that R. had, she knew I was involved with it, and [the principal of the School of Medical Career Exploration] regarding an incident within a classroom, and she was pretty upset that her son had substitute teachers and she wanted her son moved ... from any school that there were substitute teachers that were going to be there long-term or throughout the year, she wanted her son to be taught by a regular teacher.

At that point I contacted [the MIT Principal] and asked [him] if he would accept the student first of all into his school.

The Grievant testified that, when R.W. transferred to her classroom at MIT, she spoke to R.W.'s math teacher at the School of Medical Career Exploration and learned that, for the first four weeks of the second grading period which had started October 31, 2005, R.W. had earned 97 points out of a possible 300 points and, thus, had a grade of "F" at that point for that grading period.<sup>3</sup> According to the Grievant, she spoke to R.W. and told him "if he maintained a C in my class, C average, with [the earlier teacher's] F it would average out to a D. So he at least had to maintain a C in my class for a passing grade." The Grievant testified that R.W. had achieved this "up to the second to the last week of the marking period," when his grades fell back to a D in her class. Therefore, according to the Grievant, she gave R.W. an F for the second grading period which was then "locked into" the computerized grading

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<sup>3</sup> The Employer introduced into evidence pages for the second grading period from the grade book of R.W.'s math teacher during the first four weeks of that period. The Employer's witness, the Campus Administrator, testified that he had been unable to find in that book proof that R.W.'s points in that class were 97/300. However, during the hearing, an examination of the pages disclosed the supporting data.

system.<sup>4</sup> The Grievant testified that R.W. was on the basketball team and this F would prevent his playing.

The school athletes are required to pass around to their teachers, weekly, eligibility cards on which the teachers are to note the student's cumulative grades. Printed on these cards is "TEACHERS: Sign and circle the CUMULATIVE letter grade of the above named student." According to the Grievant, when R.W., who was on the basketball team, gave her his eligibility card on Wednesday of each week, she would enter R.W.'s cumulative grade for the time he was in her class, as of the end of the prior week. The Grievant testified that R.W. did not give her eligibility cards for the last two weeks of the second grading period. Thus, according to the Grievant, R.W.'s cumulative grade of C which she entered on the January 10 card, for the fourth week he was in her class, was the last grade for the second grading period the Grievant entered on an eligibility card for R.W.

The Employer introduced into evidence copies of R.W.'s eligibility cards for the four weeks the Grievant testified she had entered information on them and a copy of the relevant portion of the Grievant's grade book for the second grading period. The Grievant identified her relevant entries on both. The Union introduced into evidence Union's Exhibits 4 and 5, which were two sheets on which the Grievant testified that she had summarized weekly grades for the six weeks in the second grading period that R.W. was in her class. These Union exhibits contain additional information regarding those grade entries, also. The information contained in Union Exhibits 4 and 5, the actual eligibility cards, and the introduced portion of the Grievant's grade book, is all consistent, except for the information regarding the fourth week R.W. was in the Grievant's class, the week ending January 6.<sup>5</sup> The information from these documents shows that, for the six weeks of the second grading period

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<sup>4</sup> Apparently, once a teacher enters a student's grade into the computerized system, the teacher cannot change it. Thus, if the teacher later wants the grade changed for some reason such as an error in calculating the original grade, the teacher must request administration to change the grade in the system.

<sup>5</sup> In converting points to letter grades, the number of points the student received were divided by the number of points possible for the period, and the resulting percentage was converted to a letter grade as follows: A = 90% and above; B = 80% to 89%; C = 70% to 79%; D = 60% to 69%; and F = below 60%. The inconsistency in the fourth week for R.W. is a difference of ten points in the number of points he received for that period. The difference appears to have resulted from an addition error, and it did not affect the cumulative letter grade for any of the six weeks of the second grading period during which R.W. was in the Grievant's classroom.

during which R.W. was in the Grievant's class, his cumulative grades were D, F, D, C, D, and D, respectively.

The school customarily sends out interim reports during a grading period if the student is in "danger of failing." These were due to be sent out at about the time R.W. transferred between schools, and no interim report was sent out for him. The Grievant testified that she did not send one out for him because he was not listed on her "Interim Progress Report" which lists her students and whether or not each is in "danger of failing."<sup>6</sup> The Grievant assumed that R.W. was shown on the progress report of the math teacher from whose classroom he had transferred.

According to the Grievant, after she had entered the F into the computerized system as R.W.'s grade for the second grading period, the Principal of her school, MIT, "came to me and said I had to change the grade [for R.W.] because the progress report was not given." The Grievant testified regarding her reply: "I told him that I wasn't going to change the grade because that was the grade that R.[W.] earned." On cross-examination, the Grievant denied that the alternative of giving R.W. an incomplete had been discussed. According to the Grievant, later, someone told her R.W. was playing basketball, so she accessed the system and found that R.W.'s F had been changed to a D. The Grievant testified that she had not received written notification of the grade change. It appears undisputed that, once a student's grade is entered into the computerized system, if that grade is changed, the teacher who had input the grade originally is usually notified by e-mail that the grade has been changed. This is true even if the grade was changed at the teacher's request. According to the Grievant, she did not receive this notification, and she did not receive any other notification that the grade was going to be, or had been changed until after the grievance was filed.

The Grievant testified that, after she unsuccessfully spoke to the Campus Administrator about the grade change, she filed the grievance in this matter on February 7. The grievance form, entitled Initiation of Grievance, gives as the article involved, Article 16, Section 5(A), and states the grievance as: "[R.W.] earned an F in my class. [The MIT Principal] changed the grade to a D without my permission or without notifying me." The

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<sup>6</sup> On cross examination, the Campus Administrator said he could not explain why R.W. was not listed on the Grievant's progress report.

relief sought is given as: “Change grade back to an F.” The step one answer, dated February 10, and signed by the MIT Principal, states:

We acknowledge that we did not supply [the Grievant] with our compelling reasons in writing although we did communicate our reasons verbally. Now that we have learned this part of the contract, we will make every effort to make whole the contract. [The Grievant] was supplied a letter outlining our compelling reasons on 2/8/06 to demonstrate our willingness to cooperate fully with the union. If this occurrence were to happen in the future, a letter would be sent to the teacher prior to any changes.

According to the Grievant, on February 8, she received in her mailbox a memorandum from the MIT Principal. The memorandum, a copy of which is in evidence, states:

Reason: Compelling reasons for the grade change.

R.W.’s grade has been changed to a D for the second marking period due to the following reasons:

1. Mrs. [W.] came into the school to request a conference concerning why no one had contacted her in writing or by phone to let her know there was a problem with [R.’s] academic progress or his behavior. She wants to be a supportive parent and will work with the teaching staff to help insure [R.] does his part to get a proper education.
2. While meeting with you concerning [R.’s] grade you stated he failed the final but earned a D in your section. This grade only became an “F” when adding in a grade and points that were never received by the school administrators or counselors and documented as valid as of 2/8/06. The student’s grades and attendance have been repeatedly requested from the previous school to no avail. It seems that the grade was entered capriciously and the teacher is focusing on one student whose previous school failed to properly withdraw the student.
3. All the eligibility cards clearly state that the grade circled is a culmination of all grades for the quarter. On 1/10/06, Robert’s eligibility card shows he had a 75% grade for the entire quarter as documented with your signature.
4. Robert has been on a class check sheet and all indications to the family were that he was doing well academically and behaviorally.
5. Our past practice when students transfer in from another school is:
  - a. A student receives the grade earned by the receiving teacher. (Especially a student who has been in the class 7 weeks.)
  - b. When a student arrives at the end of the quarter no grade is assigned.
  - c. If a student has been assigned more than 2 but less than half of the quarter they are assigned an incomplete and allowed to make up the course credit.

On cross-examination, the Grievant testified that she had not spoken to a parent of R.W. about his academic progress. She also acknowledged that R.W. had made dramatic progress in his grades in the six weeks of the second grading period during which he was in her class and that his cumulative grade for those six weeks was 66.4%, a D. The Grievant also acknowledged that R.W. was on the class check sheet procedure which is “a sheet that students have signed by the teacher, that they hand to you either at the beginning or after a class that says what they did during that class that day.” The Grievant could not recall that R.W. had class sheets on which she had indicated that he had grades that were good or bad. She testified, “Check sheets are mainly behavior. I don’t put grades on those.” Further, when asked if she recalled having a conversation with the MIT Principal prior to receiving his February 8 memorandum to her in which he “indicated he changed the grade,” she responded, “No.”

The MIT Principal, an Employer witness, testified that, during the 2005 to 2006 school year, he had approximately 460 students in his small school, and about 140 of them were special transfer students. When asked how he kept track of transfer students’ academic progress he testified:

On a quarterly basis I go through every report card for every student, write comments on each of the report cards, I ask for parent conferences about academics and such. If they were on a special transfer, then I pull the students and their parents in and we go back over the requirements of the transfer, the behavior and attendance issues.

When asked what type of monitors he put in place to monitor the academic progress of transfer students, the Principal testified that it depended on the situation and:

If there are academic problems where their grades have not been up to speed, we put them on a daily class check sheet. That way I can help out the students learn to monitor their grades, find out what their grades are on daily basis. I ask them to show them to me at least once a week. They are to take that daily class check sheet home to the parents. The parents are to receive it that night on a daily basis.

According to the Principal, R.W. was on a class check sheet. The Principal testified:

Mrs. W. brought all of the class check sheets in, showed them to myself and [the Campus Administrator] in a meeting that she was having with [the Campus Administrator], he called her into it, and from what I can remember, I

saw the class check sheets, there was nothing to indicate he was in danger of failing the class.

Regarding grades of students transferring into his small school, the MIT Principal testified:

[W]e take a look at transcripts, of what they bring in to us. If they have grades, those grades are then copied and put in the teachers' boxes. If they don't have grades, I know the past practice at Rhodes has been to work with the student from that point forward and they generally earn what they earn in the classroom.

The MIT Principal testified R.W.'s grades were never received at MIT by administration or by "the guidance area." On direct, when asked if the "practice at Rhodes under your leadership" had been that "if there's no grades received, then it's the grades earned in the class," the MIT Principal responded, "The grades earned in the class, that's correct." When asked, What if the grades are received and it's been a longer period of time in the classroom," he replied:

If the grades are received, those grades are then given to the teachers. The teachers then on an individual case basis then look at those grades and decide whether they're going to incorporate them into their grades or not, simply because someone may assign a thousand points a week, where that teacher only assigns a hundred points a week, so they like to weigh that into the grades. The quality of instruction, also, may not be the same as where the student is coming from as the teacher in the classroom they are going into. So a lot of teachers like to assume that responsibility for themselves.

On cross examination, the Principal acknowledged that it was possible for a teacher who loses a student to another teacher to send that teacher the grades without going through the office.

The Campus Administrator, was asked on direct examination if it would be appropriate for a teacher of a transferred student to verbally report the grades of the student to the receiving teacher without sending the backup verification of the grades. He responded:

It could be. I mean, a lot of teachers, when students come in during like maybe the first week or second week of the marking period, just start the student off a hundred percent fresh within the new school, and some people go back for the grades. It's appropriate either way.

The MIT Principal testified that, after R.W. transferred into MIT, the Principal kept track of his performance "by conversations with teachers, conversations with R. and also



reviewing his daily check sheets.” When asked why he kept track of R.W.’s performance, the Principal testified:

I kept track, for one, I know that as a freshman he was a B, C type student. As a sophomore his grades had dropped down to the C, D range, which is -- and I knew R. had much better intelligence than barely getting by. Mrs. W. had asked us to transfer R. over to my small school, and one of the conditions was he would be on a daily check sheet. I had the entire basketball team, including girls and boys, on daily check sheets until they proved they were going to get the academics, because the last of thing we wanted was ineligible players playing ball.

Regarding R.W.’s eligibility cards, the Principal testified:

I did not receive the eligibility card, even though on a daily basis if I know the kids I ask to see their eligibility cards so I can -- I can get on their cases if the grades are starting to fall. His eligibility card would have gone to his coach and our athletic director.

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I knew he had eligibility cards and I did see some of these, [the Campus Administrator] shared some of his eligibility cards, and the time frame of that, I honestly don’t remember an exact date.

According to the MIT Principal, he had several conversations with the Grievant regarding R.W. He testified that in one “I was trying to find out how he was doing and that type of stuff.” The Principal also testified that, after R.W. took his final exams for the second grading period, on the second day of final exams, he asked the Grievant how R.W. had done, and the Grievant had said that R.W. had not passed the final exam. According to the MIT Principal, he told the Grievant he was prepared to go tell R.W. that he was ineligible to play basketball, but the Grievant stopped him and said she would give R.W. an incomplete and based upon his grades for the next three weeks of the next marking period, she would make a determination. The Principal testified that, if R.W. had received an incomplete, he still would have been ineligible to play basketball. According to the Principal, he believed the Grievant was going to give R.W. an incomplete, until later that day or the next day, when she told him that she had given R.W. an F for the grading period and explained that R.W. had earned a D with her but she wanted to incorporate into the equation his F from the first four weeks of the grading period at the other school. The Principal testified that when she told him this:

I informed her I didn’t feel that was appropriate, and I did explain to her some of the compelling reasons I listed here [in the February 8 memorandum to the

Grievant], and I would have to change the grade from an F to a D based upon the grade that he had earned in her classroom.

According to the Principal, the Grievant responded that she was going to see the Union.

The MIT Principal testified that he formally changed R.W.'s grade in math for the second grading period from the F that the Grievant had given him, to a D. In testimony, the Principal discussed the five points he included in the above-quoted February 8 memorandum to the Grievant. Regarding the first reason given in the memorandum, the Principal testified:

Mrs. W. is the type of parent if you let her know something was up with her child, she is going to put him back in line quickly. I know [the Campus Administrator] dealt with other family members previously. She was supportive in that role as well, from what he told me. Also, just as a freshman, just every time R. stepped out of line and we got a hold of Mrs. W., by the next day he was right back in line where he should have been.

As to whether the daily check sheets would have alerted her to the academic issues, the Principal testified:

They should have. There's some controversy over that. We constantly ask the teachers "Please let -- on the daily check sheets if there's a problem, please let the parents know." Some teachers will, some teachers won't.

Regarding the second reason on the memorandum, the Principal testified that, because of the printed direction on the eligibility cards stating that the grade was to be the cumulative grade, he was under the impression that the grades the Grievant entered on the eligibility cards were the cumulative grades for the entire grading period.

Also, on direct examination of the MIT Principal, the following exchange took place:

Q. ...in your professional experience, can you explain why the reasons were compelling to the Arbitrator?

A. The reasons I felt they were compelling, one is R., like many of our students, if you get on them and continue to monitor their progress, you involve their parents in the process, their academics come up to a much higher level. Mrs. W. is the type of parent that you talk to her and the problem will be rectified immediately.

Secondly, it's like based upon past practices, what the teachers at Rhodes have done, and they're the ones that have taught me over the last four years this is the way they do it at Rhodes. Based upon what they have told me in the past, it's like they like to assess their students, make those judgement calls and

determine the grades themselves based upon what the students had done with them.

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Q. What importance, if any did you put on the fact that during the time he was in [the Grievant's] class he showed improvement?

A. I thought that was very commendable on her part. She's definitely reaching him.

Q. And in determining that this was a compelling reason, why would it be compelling?

A. If you look at the grade book, I mean, the final exam, it kind of speaks for itself. R. was in the top five or six students as far as his other grades for that marking period. Considering she only had six to seven weeks out of that ten week marking period he came a long long way and showed he was starting to gain mastery of the materials.

Q. Were you at all concerned about the impact of him receiving an F would have on his continued interest and ability to progress?

A. As far as that's always something that crosses my mind. I would be remiss in saying that I didn't think about that. The fact that he had come such an incredibly long way with her, that would have set the whole process back of his getting back on track academically.

Q. Did you change the grade to make sure he was eligible for basketball?

A. No.

Q. Did that enter into your consideration at all?

A. I thought about it, but bottom line, he knew up front that he had to pass the class, he had to earn the grade in order to play basketball. If he does, he plays; if he doesn't he doesn't. That's regardless of the situation.

The Union called as a witness a teacher who is the Union's first vice president, senior high/special schools, and its director of negotiations. She testified regarding the Union's intent with regard to Article 16, Section 5(A):

The intent of the article was that should a grade be changed, the teacher is the authority on that, the teacher is what -- knows what's going on in the classroom, and it was to prevent an administrator from going in and changing a grade that the teacher had given without talking to the teacher and maybe with a parent at the time as to why the teacher issued that particular grade.

She also testified:

The word “compelling” was in there originally with the intent that there had to be a really extremely important reason why the grade would be changed....so there wasn’t an arbitrary change and it had to be extremely important for the change to occur.

#### IV. Positions of the Parties

##### A. The Union’s Position:

The Union contends that the MIT Principal violated Article 16, Section 5(A) of the parties’ collective-bargaining agreement by changing R.W.’s grade without first notifying the Grievant in writing and getting her permission and without sufficiently compelling reasons to justify the grade change. The Union argues that it understands that there might be “compelling reasons” for a grade to be changed; however, notification must first be given to the teacher in writing. According to the Union, in this matter, the language of the agreement is “clear and unambiguous,” and, thus, in accordance with the “plain meaning rule,” the Arbitrator may not ignore such clear-cut contractual language. The Union maintains that the language here “is clear and unambiguous in that if the grade was changed by administration, the teacher should have been informed of the need to change in writing, requesting specific permission of the teacher and the administrator should have given the compelling reason(s).”

The Union requests the following as remedy:

1. The student’s grade is to be changed back to the original grade;
2. There should be a fine (if appropriate) for the administrator changing the grade;
3. The District needs to notify all administrators in writing that students’ grades are not to be changed unless they are following Article 16, Section 5 “Student Grades and Promotion.”
4. The arbitrator retain jurisdiction for 60 days to address issues of implementation.

##### B. The Employer’s Position:

The Employer contends that resolution of this case is as simple as reviewing the relevant language at Article 16, Section 5(A). According to the Employer, “Under the plain language of this provision, two relevant factors must exist in order for a principal or other

administrator to change a student's grade without a teacher's consent: 1) there must be compelling reasons for such action; and 2) the teacher must be informed of the change and reasons in writing." The Employer maintains that both factors existed and were fully complied with here. The Employer states that, should the Union argue that a written notification should have occurred before the grade change, it is clear from the language of Article 16, Section 5(A) "that no such prior notice obligation exists." According to the Employer, the language of Article 18, Section 1 (B) shows "that the parties were knowledgeable and able to implement a prior notification requirement when they so desired."

The Employer urges that the MIT Principal's reasons for changing the grade were compelling as required by the agreement. It also asserts, "While the Agreement does not mandate that such written confirmation must be delivered within a 'reasonable time,' [the Principal] acted promptly and decisively upon making his decision that a grade change was warranted." Further, the Employer argues, "It is unclear what the Union stands to gain or attempts to achieve in [attempting to have the grade changed back], as any ruling by this arbitrator in the Union's favor would surely have absolutely no impact whatsoever on the student involved."

#### V. Decision and Discussion

Both parties argue that the language of the Section in question, Article 16, Section 5(A), is clear and unambiguous. The section provides:

No teacher's grade of a student shall be changed without the specific permission of the teacher unless there are compelling reasons. In such instances the teacher shall be informed of the change and associated reason(s) in writing.

The Union contends that, if a change of grade is made by administration, "notification must first be given to the teacher in writing." The clear language of the disputed Section, however, does not support the Union's argument that advance notification to the teacher is required before an otherwise legitimate grade change can be effected.

According to the Employer, the MIT Principal's February 8 memorandum to the Grievant is the written notification which meets the written notification requirement of Article 16, Section 5(A). Inasmuch as it is in writing, it does inform the Grievant of R.W.'s grade change, and it gives associated reasons, the February 8 memorandum does meet the

notification requirement of Article 16, Section 5(A). The lead time between the decision to change the grade and the written notification gives pause as to its reasonableness; but, in consideration of the explanation and commitment contained in the MIT Principal's step one grievance response, no violation is found in this regard.<sup>7</sup>

I also find that, within the facts of this case as presented at the hearing, and in view of the entire record, there were compelling reasons for making the grade change. It is important to note that, although in this proceeding the parties are trying to protect their prerogatives and rights under the agreement, this analysis and determination of whether there were compelling reasons did not consider whose "fault" it might have been that something was, or was not done. The only relevance here was whether or not the things happened or were done, not why they did or did not happen, or were or were not done. Further, as in all arbitrations, this decision is based solely on the facts put into evidence by the parties.

The Union offered testimony indicating that, in the context of the Section at issue, it defines "compelling" as "extremely important." The Employer did not offer any generic definition of "compelling," but argued that the MIT Principal's reasons for changing R.W.'s grade were "compelling" within the meaning of this Section. An on-line search for dictionary definitions of "compelling" indicated that, when modifying "reasons" as here, when modifying "problems," or in similar contexts, "compelling" is defined as "demanding attention," "requiring urgent attention," "powerfully evoking attention," or words to the same effect.<sup>8</sup>

The MIT Principal testified that he made the decision to change, and did change R.W.'s grade to a D. He pointed to the reasons stated in his February 8 memorandum to the Grievant as his reasons for the change. He also elaborated on those reasons in his testimony. The memorandum and the Principal's testimony are quoted or described above in the Facts section.

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<sup>7</sup> The MIT Principal's step one grievance response is quoted above in Part III.

<sup>8</sup> See Merriam-Webster On Line, <http://www.m-w.com/cgi-bin/dictionary>; Wiktionary, <http://en.wiktionary.org/wiki/Compelling>; The Free Dictionary, <http://www.thefreedictionary.com/compelling>; Your Dictionary.com, <http://www.yourdictionary.com/ahd/c/c0525600.html>; Encarta, [http://encarta.msn.com/dictionary\\_/compelling.html](http://encarta.msn.com/dictionary_/compelling.html); and Compact Oxford English Dictionary, [http://www.askoxford.com/concise\\_oed/compelling?view=uk](http://www.askoxford.com/concise_oed/compelling?view=uk).

The record evidence indicates that R.W.'s mother had a track record of promptly responding positively to school feedback that R.W. was not performing academically, and interacting with the school when she considered it in R.W.'s best interests. Thus, with regard to R.W., the indications that she had not been kept informed of his poor academic performance in math, in both teachers' classes, was certainly important and demanded attention. In the context of this case, I find no basis in the record to disagree with the Employer's perspective that this situation was extremely important and/or urgently demanded attention.

When considering the lack of feedback to R.W.'s mother as to his academic situation, it is important to note that, for whatever reason, the standard mid-period notice that R.W. was in "danger of failing" was not generated at a point when R.W.'s cumulative grade was a low F. Also important in this regard is the fact, as indicated by the record, that the daily class check sheets R.W.'s mother received did not indicate R.W.'s overall academic situation.<sup>9</sup> The eligibility cards play a part here also because, even though they were not intended for the parent's information, it is quite possible that a mother as involved as R.W.'s would have made it her business to know what they said. Further, if they gave information that R.W. thought would keep his mother satisfied, he probably shared the information with her willingly.

It is important to note that this determination is based on the entire record, not just on what is highlighted in this part of the decision. For example, important to this determination is the evidence in the record indicating that this is the only time the MIT Principal has changed a student's grade without the involved teacher's specific request, and that he has never before asked a teacher to change a grade. This shows that he does not take lightly this process and its required critical evaluation of whether his reasons are compelling. It is also important that there is no dispute that the grade of D, which is what R.W.'s grade was changed to, was the grade R.W. earned during the six weeks he was in the Grievant's class, rather than one selected by the MIT Principal for more arbitrary reasons.

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<sup>9</sup> The evidence indicates that there is a dispute as to whether the daily class check sheets were supposed to indicate the student's overall academic progress, but it is reasonable that R.W.'s mother would expect them to do so, regardless of their intent.

VI. Award

It having been found that the Employer did not violate the collective-bargaining agreement, the grievance is denied.

Decided this 19<sup>th</sup> day of February, 2007.

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Saundria Bordone, Arbitrator